

SECRET

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

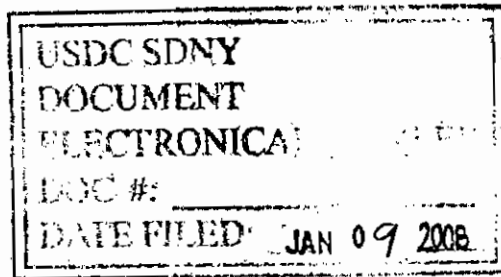
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D'ARCY QUINN

Plaintiff,

v.

ALTRIA GROUP, INC. (f/k/a PHILIP MORRIS
COMPANIES), d/b/a itself, d/b/a ALTRIA
CORPORATE SERVICES, INC. (f/k/a PHILIP
MORRIS CORPORATE SERVICES, INC.),
d/b/a PHILIP MORRIS INTERNATIONAL,
INC., d/b/a PHILIP MORRIS
INTERNATIONAL MANAGEMENT, S.A.;
and
PHILIP MORRIS INTERNATIONAL INC.,
d/b/a itself and PHILIP MORRIS
INTERNATIONAL MANAGEMENT, S.A.

Defendants.
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07 CIV 8783 (LTS)

ECF case

STIPULATION AND ORDER

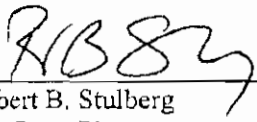
IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned, that:

- (1) The parties agree to continue their ongoing informal efforts, pursuant to Rule 2.B. of the Individual Practices of Judge Laura Taylor Swain, to resolve issues related to potential dispositive motions. The parties further agree to conclude such efforts by January 7, 2008. Although counsel for the parties will continue their good faith efforts to resolve the issues referred to above, they do not reasonably expect such efforts to result in agreement.

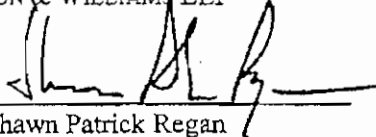
- (2) Accordingly, Altria Group, Inc. ("Altria") and Philip Morris International Inc. ("PMI") intend to file motions to dismiss the Complaint, pursuant to Rules 12(b)(1) and/or 12(b)(6) and/or 56 of the Federal Rules of Civil Procedure; and the parties have agreed that the time for Altria and PMI to file such motions shall be, and hereby is, extended through and including January 14, 2008.
- (3) Because Altria and PMI anticipate that the dispositive motions referred to above will rely upon matters outside the pleadings, said Defendants will not oppose Plaintiff's conduct of appropriate discovery with respect to the motions. The parties will negotiate in good faith to establish: (a) a mutually agreeable plan with respect to such discovery, and (b) a mutually agreeable briefing schedule with respect to such motions. The parties will include their report on these issues in the Preliminary Pre-Trial Statement to be filed with the Court by February 8, 2008, in contemplation of the initial pre-trial conference scheduled before Judge Swain for February 15, 2008.
- (4) Altria and PMI hereby reaffirm their agreement not to assert defenses based on insufficiency of process or insufficiency of service of process. This stipulation provides solely for an extension of time and is not intended to operate as an admission of any fact or legal conclusion, or a waiver of any argument (except with respect to defenses based on insufficiency of process or insufficiency of service of process on Altria or PMI), including jurisdictional and procedural arguments, otherwise available to a party.

Dated: New York, New York
January 4, 2008

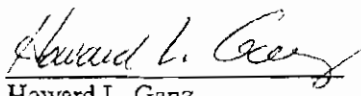
BROACH & STULBERG, LLP

By: 
Robert B. Stulberg
One Penn Plaza
Suite 2016
New York, New York 10119
(212) 268-1000
Attorneys for D'Arcy Quinn


HUNTON & WILLIAMS LLP

By: 
Shawn Patrick Regan
200 Park Avenue
New York, New York 10166
(212) 309-1000
Attorneys for Philip Morris International Inc.

PROSKAUER ROSE LLP

By: 
Howard L. Ganz
1585 Broadway
New York, New York 10036
(212) 969-3000
Attorneys for Altria Group, Inc.

SO ORDERED: January 8, 2008


USDJ